

Exhibit 7

Individual Settlement Agreement and Release  
Chandler Glover  
Chandler Glover and Dean Albrecht v. John E. Potter  
EEOC No. 320-A2-8011X  
Agency No. CC-801-0015-99  
May 22, 2007

In full and complete resolution of all individual and class claims of Chandler Glover (hereinafter "Complainant") as more fully set forth herein, the undersigned parties agree as follows:

1. This Individual Settlement Agreement and Release (hereinafter the "Glover Individual Release") is being entered into pursuant to Section 5 of the Global Settlement Agreement. This Glover Individual Release is Exhibit 7 to the Global Settlement Agreement.
2. It is understood by the undersigned that this Glover Individual Release and the resolution of all claims as more fully set forth below do not constitute a precedent in what may occur in other cases, and that this Glover Individual Release or its contents may not be cited in any other proceeding in any forum, except to enforce this Glover Individual Release, as provided herein.
3. It is understood by the undersigned that this Glover Individual Release, the Initial Settlement Agreement and/or the Global Settlement Agreement shall not be used as a basis by Complainant or anyone else to seek or justify similar terms in any subsequent case involving persons other than Complainant.
4. It is understood by the undersigned that this Glover Individual Release shall in no way constitute an admission of liability, wrongdoing, or discrimination by the United States Postal Service (hereinafter the "USPS"), its officers, executives, agents, managers, supervisors, employees or representatives.
5. This Glover Individual Release is entered into in the interests of all parties hereto in order to efficiently and expeditiously resolve the underlying dispute.
6. It is understood by the Complainant that this Glover Individual Release is in full and complete settlement of all outstanding complaints, administrative complaints, grievances and appeals filed by the Complainant or on Complainant's behalf, against the USPS, its officers, executives, agents, managers, supervisors, employees or representatives relating to any matters that occurred prior to the execution of this Glover Individual Release. In signing this Glover Individual Release, the

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Complainant understands that he is permanently waiving his right to make or pursue a claim for individual relief in any class action, including, but not limited to *Chandler Glover and Dean Albrecht v. John E. Potter*, EEOC No. 320-A2-8011X; Agency No. CC-801-0015-99 and *Edmond Walker v. John E. Potter*, EEOC No. 320-A2-8390X; Agency No. CC-800-0359-03. The Complainant further understands that he is permanently waiving his right to bring any new claims, presently known, or unknown, against the USPS, its officers, executives, agents, managers, supervisors, employees or representatives arising from any event occurring prior to his signing this Glover Individual Release. The Complainant agrees to voluntarily withdraw all outstanding complaints, administrative complaints and grievances or appeals that may be currently pending in any forum against the USPS its officers, executives, agents, managers, supervisors, employees or representatives. The Complainant further agrees to direct any and all labor organizations to withdraw any grievance pending against the USPS that such organizations may have filed on his behalf. In the event any such labor organization is unwilling to withdraw such a grievance, the Complainant agrees not to accept any benefits resulting from such a grievance, and further, to refund to the USPS any monies he receives as a result of such a grievance. It is further stipulated that the withdrawals are made without any threat, coercion, intimidation, promise, or inducement other than the terms set forth in this Glover Individual Release.

7. The USPS agrees that it shall not retaliate against Complainant in the future, as a result of his engaging in protected activities in EEOC Case No. 320-A2-8011X, Agency No. CC-801-0015-99.
8. The parties acknowledge that this Glover Individual Release contains the entire agreement between the Complainant and the USPS.
9. The USPS agrees, as a term and condition of this Glover Individual Release, that in consideration for Complainant's promises herein:
  - a. The USPS agrees to pay Complainant \$21,250.00 in back pay plus \$63,750.00 in compensatory damages in a lump sum payment totaling \$85,000.00, less applicable income tax and withholdings, within 60 days from the date this Glover Individual Release is signed by all of the parties. Complainant understands that he is responsible for any tax consequences associated with the lump

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sum paid to him. It is understood that all attorney's fees and costs have been paid separately to Class Counsel under the terms of the Initial Settlement Agreement.

10. Complainant hereby reiterates his belief that \$85,000.00 is a fair, reasonable, and adequate amount to settle the matters described in this Glover Individual Release. Complainant also hereby reiterates his belief that the Global Settlement Agreement is a fair, reasonable, and adequate settlement of all Eligible Class Members' Claims. Complainant agrees to testify at his own and/or Class Counsel's expense at a fairness hearing or to submit a declaration as to his aforementioned belief in the fairness, reasonableness, and adequacy of the Global Settlement, if requested by Class Counsel or the USPS.
11. Complainant acknowledges that he was present during global settlement negotiations held pursuant to the terms of the Initial Settlement Agreement, that he acted in good faith to obtain a fair, reasonable, and adequate settlement for the class as a whole, that he discussed the key terms of this Glover Individual Release, the Initial Settlement Agreement and the Global Settlement Agreement with class counsel before signing this Glover Individual Release.
12. Should any provision of this Glover Individual Release, the Initial Settlement Agreement and/or the Global Settlement Agreement be declared or be determined by the EEOC or any court of competent jurisdiction to be wholly or partially illegal, invalid or unenforceable, the legality, validity and enforceability of this Glover Individual Release and/or remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this Glover Individual Release.

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COMPLAINANT AND CO-CLASS AGENT

\_\_\_\_\_  
Chandler Glover  
11809 East Bates Circle  
Aurora, CO 80014

Date: \_\_\_\_\_

CLASS COUNSEL

\_\_\_\_\_  
John Mosby, Esq.  
621 17<sup>th</sup> Street, Suite 925  
Denver, CO 80293

Date: \_\_\_\_\_

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